



Federally Funded

Request for Qualifications

RFQ Item #16-207

Construction Project Management Services

For

Augusta, Georgia – Transit Department

RFQ Due: Thursday, July 28, 2016 @ 11:00 A.M.

One (1) Original, Seven (7) Copies of RFQ shall be submitted

Thanks for doing business with us . . .

*Geri A. Sams, Procurement Director
535 Telfair Street, Room 605
Augusta, Georgia 30901*



Table of Contents

Request for Qualifications Advertisement

Instruction to Submit

- Purpose
- Viewing of the Augusta Code
- Compliance with Laws
- Proposal for All or Part
- Minority/Women Business Enterprise (MWBE) Policy
- Augusta Georgia License Requirement
- Terms of Contract

Notice to All Vendors

Both documents must be notarized & returned with your submittal.

- Attachment B
- Systematic Alien Verification for Entitlements (SAVE) Program

Local Small Business Opportunity Program Ordinance Requirements

Request for Qualifications Specifications

Request for Qualifications

Request for Qualifications will be received at this office until Thursday, July 28, 2016 @ 11:00 a.m. for furnishing:

RFQ Item #16-207 Construction Project Management Services for Augusta Public Transit Department

RFQs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department **ARCbid**. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901.

Pre Qualification/Telephone Conference will be held on Friday, July 15, 2016, @ 3:00 p.m. in the Procurement Department, 535 Telfair Street, Room 605. The call-in telephone number is 1-800-285-6670 (U.S. & Canada) and 713-936-6995 (international). Call one of the dial-in numbers at least five (5) minutes prior to conference. **If you choose to teleconference there is a \$35.00 fee. Make the \$35.00 check payable “Augusta Georgia Commission” and mail to Geri A. Sams, Director Augusta Procurement Department 535 Telfair Street - Room 605 Augusta, Georgia 30901.**

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, July 19, 2016, @ 5:00 P.M. No RFQ will be accepted by fax, all must be received by mail or hand delivered.

No RFQ may be withdrawn for a period of **90** days after time has been called on the date of opening.

Request for Qualifications (RFQ) and specifications. An RFQ shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the Request for Qualifications including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFQ number on the outside of the envelope.

Vendors are cautioned that acquisition of RFQ documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFQ documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

**Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle June 14, 16, 23, 30, July 7, 14, 2016
Metro Courier June 22, 2016

cc: Louis C. Brazzell, Deputy Administrator
 Patrick Stephens, Augusta Public Transit

Revised: 2/17/2016

INSTRUCTIONS TO SUBMIT

INSTRUCTIONS TO SUBMIT

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All qualifications are governed by the Augusta, Georgia Code.

1.2 **Viewing the Augusta Code:** All qualifications are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NID=685> **Guidelines & Procedures.**

1.3 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.

1.4 **Proposal's For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his proposal to consideration in the aggregate by so stating, but must name a unit price on each item submitted upon.

1.5 **All protest shall be made in writing to:**

Attn: Geri A. Sams,
Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901,
Fax: 706-821-2811 or
Email:
procbidandcontract@augustaga.gov

1.6 **Minority/Women Business Enterprise (MWBE) Policy: Court Order Enjoining Race-Based Portion of DBE Program**
Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.)

Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.

A copy of this Order can be reviewed at www.augustaga.gov home page.

1.7 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.

General Contractors License Number: If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.

Utility Contractor License Number: If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law. .

1.8 **Terms of Contract:** (Check where applicable)
☐ (A) Annual Contract
☐ (B) One time Purchase.
☒ (C) Other



NOTICE TO ALL VENDORS

(PLEASE READ CAREFULLY)

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & the 2 Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU)

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

Return Only If Applicable:

1. The Exception Sheet (if applicable)
2. Local Vendor Registration (if applicable)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor

WARNING:

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the vendor at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Qualifications are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License?

Yes: _____ No: _____

Augusta, GA Business License # for your Company (Must Provide):

Your State/Local Business License # for your Company (Must Provide):

Utility Contractors License # (Must Provide if applicable):

MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable):

Additional Specialty License # (Must Provide if applicable):

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a RFQ. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1)____: (#2)____: (#3)____: (#4)____: (#5)____: (#6)____: (#7)____: (#8)____:

NOTE: CHECK APPROPRIATE BOX(ES)- ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the vendor/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a proposal, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFQ, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFQ, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFQ.

By submission of a proposal, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a proposal for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta, Georgia Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta, Georgia Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

****E-Verify * User Identification Number (Company I.D.) _____**

NOTE: E-VERIFY USER IDENTIFICATION NUMBER (COMPANY I.D.) MUST BE PROVIDED: IN ADDITION, THE RECOMMENDED AWARDED VENDOR WILL BE REQUIRED TO PROVIDE A COPY OF HOMELAND SECURITY'S MEMORANDUM OF UNDERSTANDING (MOU)

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20__

NOTARY SEAL

Notary Public

My Commission Expires:_____

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my proposal for an Augusta, Georgia contract for _____

[Proposal Project Number and Project Name]

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Printed Name

*** Alien Registration Number for Non-Citizens**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

**Local Small Business Opportunity Program Ordinance
Requirements Notice To All Proponents PLEASE READ
CAREFULLY) Shall apply to ALL Bids/RFPs/RFQs regardless
of the dollar amount**

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall

SHALL APPLY TO PROJECTS \$100,000 & UP

Sec. 1-10-129. Local small business opportunities program participation.

(a) Sealed Bids, Sealed Proposals, Professional Services And Other Major Purchasing. The following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over \$100,000 in value:

(1) Bid conditions, requests for proposals, and all other specifications for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(2) Each Proponent shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(6) All solicitation documents shall require bidders or proponents to submit with their bid/proposal the following written documents, statements or forms, which shall be made available by the Procurement Department.

(i) Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small businesses; and (c) agreement not to engage in discriminatory conduct of any type.

(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

(iii) Documentation of Good Faith Efforts to use local small businesses.

Failure to submit the above documentation shall result in the bid or proposal being declared non-responsive.

be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the LSBOP Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

**To print a copy of the Prime Contractor Data
Collection Form visit:**

<http://www.augustaga.gov/index.aspx?NID=1672>

Website: <http://www.augustaga.gov/index.aspx?nid=83>

(d) Post Contract Award Requirements. The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

(1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that:

(a) The contractor will not meet the committed local small business goals; and

(b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

(h) Compliance.

(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid or competitive sealed proposal projects prior to award of the contract.

(i) Competitive Bids.

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

Sec. 1-10-130. Exceptions – federally funded projects.

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

For questions and or additional information please contact:

Mrs. Yvonne Gentry, Local Small Business Opportunity Program, 535 Telfair Street, Room 610, Augusta, Georgia 30901 (706) 821-2406. **NOTE:** All forms should be submitted in a separate, sealed envelope labeled Local Small Business Required Forms, Company's Name & Bid Number.

Rev. 6/27/2013

TABLE OF CONTENTS

<u>Section</u>	<u>Page(s)</u>
NOTIFICATION TO VENDORS	13 - 15
ESTIMATED SCHEDULE OF EVENTS	15
QUALIFICATION SUBMISSION CHECKLIST	16
SECTION 1 - INSTRUCTIONS TO VENDORS	17 - 23
IP.1 Qualification Format and Submittal	
IP.2 Examination of Qualification Documents	
IP.3 Addenda	
IP.4 Clarifications	
IP.5 Errors in Qualifications	
IP.6 Withdrawals of Qualifications	
IP.7 References	
IP.8 Qualification Signatures	
IP.9 Pre Contractual Expenses	
IP.10 Augusta, Georgia Rights	
IP.11 Responsibility for Compliance with Legal Requirements	
IP.12 Confidentiality and Public Record	
IP.13 Joint Offers	
IP.14 Company Personnel and Certifications	
IP.15 Single Proposal Response	
IP.16 Price Sheet	
IP.17 Protest Procedures & Filing of Protest	
IP.18 Incorporation of RFQ into Agreement	
IP.19 Qualification Evaluation Criteria	
IP.20 DBE Participation	
SECTION 2 - GENERAL TERMS AND CONDITIONS	24 - 30
GC.1 Definitions	
GC.2 Assignment and Subcontractors	
GC.3 Sample Agreement	
GC.4 Notice of Labor Dispute	
GC.5 Disputes	
GC.6 Assumption and Risk of Loss	
GC.7 Licensing, Permits and Taxes	
GC.8 Waivers of Terms and Conditions	
GC.9 Indemnification	
GC.10 Interest of Members of Augusta	
GC.11 Termination for Default	
GC.12 Cancellation of Agreement	
GC.13 Termination for Convenience	
GC.14 Force Majeure	

Section**Page(s)****SECTION 2 - GENERAL TERMS AND CONDITIONS – CONTINUED****24-- 30**

- GC.15 Inspection and Acceptance
- GC.16 Excess Reprocurement Liability
- GC.17 Delivery/Installation
- GC.18 Method of Payment
- GC.19 Nonrestrictive Clauses
- GC.20 Insurance
- GC.21 Certificate of Non-Collusion
- GC.22 Patent and Copyright Infringement
- GC.23 Conflicts of Interest
- GC.24 Order of Precedence
- GC.25 Changes
- GC.26 Differing Site Conditions

SECTION 3 - FEDERAL PROVISIONS**31 - 54**

- FP.1 Prohibited Interest
- FP.2 Interest of Members of Congress
- FP.3 No Federal Government Obligation to Third Parties
- FP.4 False Statements or Claims Civil and Criminal Fraud
- FP.5 Access to Third Party Contract Records
- FP.6 Changes to Federal Requirements
- FP.7 Termination
- FP.8 Civil rights (title VI, ADA, EEO except Special DOL, clause for construction projects)
- FP.9 Special DOL, EEO clause for construction projects
- FP.10 Disadvantaged Business Enterprise (DBE's)
- FP.11 Incorporation of Federal Transit Administration (FTA) Terms
- FP.12 Debarment & Suspension
- FP.13 Buy America Requirements
- FP.14 Resolution of Disputes, Breaches and Other Litigation
- FP.15 Lobbying
- FP.16 Clean Air Requirements
- FP.17 Clean Water Requirements
- FP.18 Cargo Preference Requirements
- FP.19 Fly America Requirements
- FP.20 Davis-Bacon and Copeland Anti-Kickback Act
- FP.21 Contract Work Hours and Safety Standards Act
- FP.22 Bonding Requirements
- FP.23 Seismic Safety Requirements
- FP.24 Energy Conservation Requirements
- FP.25 Full and Open Competition
- FP.26 Recycled Products
- FP.27 Conformance with ITS National Architecture
- FP.28 ADA Access Requirements
- FP.29 Notification of Federal Participation for States

<u>Section</u>	<u>Page(s)</u>
SECTION 4 - SCOPE OF SERVICES	55 - 60
SECTION 5 - FORM OF CONTRACT (SAMPLE)	61 - 66
SECTION 6 - FORMS AND CERTIFICATIONS	67 - 79
Letter of Transmittal	
Exhibit A - Scope of Services	
Exhibit B - Time of Performance	
Exhibit C – Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	
Exhibit D - References	
Exhibit E - Certification of Non-Collusion	
Exhibit F - Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters	
Exhibit G - Certification of Restrictions on Lobbying	
Exhibit H - Designation of Subcontractors	
Exhibit I - Criteria for Shortlisting	
Exhibit J – Brooks Act	
Exhibit K – Davis-Bacon Form WH347	

1 - INSTRUCTION TO SUBMIT

Augusta, Georgia invites prospective vendors to compete for the opportunity for Construction Project Management Services for the Augusta Public Transit Department Project. Responses will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until Thursday, July 28, 2016 @ 11:00 a.m. Each RFQ must be submitted in a sealed envelope, and must be plainly marked on the outside as **"RFQ Item #16-207 Construction Project Management Services"**. They should be marked to the attention of Geri Sams, Director of Procurement. **You are required to submit one (1) marked unbound original and seven (7) copies of your Request for Qualifications.** Submittals will not be accepted after the date and time indicated.

All firms responding are cautioned to read this RFQ carefully for understanding and request clarification from Augusta on any questions pertaining to this RFQ. **A Pre-Qualification/Telephone Conference will be held on Friday, July 15, 2016 @ 3:00 p.m. in the Procurement Department, 535 Telfair Street, Room 605.** The call-in telephone number is 1-800-853-5481 (U.S. & Canada) and 713-936-6995 (international). Call one of the dial-in numbers at least five (5) minutes prior to conference. **If you choose to teleconference there is a \$35.00 fee. Make the \$35.00 check payable "Augusta Georgia Commission" and mail to Geri A. Sams, Director Augusta Procurement Department 535 Telfair Street - Room 605 Augusta, Georgia 30901.** All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, July 19, 2016, @ 5:00 P.M. No RFQ will be accepted by fax, all must be received by mail or hand delivered. Issues and responses addressed in any other manner will not be considered valid or binding in consideration of Qualifications or any subsequent contract negotiations.

Failure to provide all of the requested information may cause the RFQ to be rejected as non-responsive.

Interested and qualified firm(s) and/or party(ies) are requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed. For a RFQ to be considered it must remain valid for at least **90** days from the time that the Owner receives it.

If an award of contract is awarded as a result of this solicitation, the contract will be made on the basis of the response which best satisfies the intent of this RFQ and other factors considered in the best interest of the Owner. Negotiations may be undertaken with the firm whose proposal shows them to be the most qualified, responsible, and capable of performing the work. In addition to cost, the Owner will consider professional qualifications and related experience to determine which proposal would be in Owner's best interest if a contract were made.

Additionally, appropriate professional registration and significant prior experience in projects of similar scope are considered minimal qualifications.

The Owner reserves the right to consider qualifications or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

The Owner reserves the right to reject any or all qualifications received as the result of this RFQ. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of Owner. The Owner will not be liable for any costs incurred by any firm prior to the execution of a contract and approval by the Board of Commissioners.

The funding for this procurement is as follows:

Source	Percent
FTA	80%
Commission	20%

BACKGROUND

Augusta is seeking qualifications for a Project Manager (PM) for the construction phase of their Transit Bus Operations/Maintenance Facility. The PM shall be responsible for the overall direction, coordination, implementation, execution, control and completion of overall project within budget and specified timelines.

Augusta became a consolidated City-County government in 1996. Augusta is governed by a Mayor and ten (10) Commissioners who serve staggered four year terms. Augusta, Georgia is located in the east-central section of the State in a region commonly known as the CSRA. Augusta has a population of approximately 200,000 and is the third largest jurisdiction in the State. The community is experiencing modest but steady growth due to the expansion of Fort Gordon, the medical industry, Augusta University and other businesses such as ADP and Starbucks. We are a community of varied indoor and outdoor activities, and host of the world famous Augusta National Golf tournament (The Masters).

The City of Augusta purchased the Augusta Coach Company, a privately owned company, in October of 1973 and began operating its routes and schedules. Later that same year, the City submitted an application to FTA to purchase twenty-one new buses. These new buses were used to replace the age old fleet of 1952 model buses that were purchased from the Augusta Coach Company. Since that time, APT has maintained a schedule of routine bus replacements. Today there are thirty-two transit vehicles in APT's fleet. The entire fleet is ADA accessible. Financial assistance from the FTA, Georgia DOT, and the City of Augusta have been used to purchase these vehicles.

APT operates its routes from a transfer facility located at 1546 Broad Street, just west of the Central Business District in downtown Augusta. Opened in 1991, the Transfer Facility includes a large indoor waiting area with benches, an information desk, restrooms water fountains, soft drink vending machine, and a work area for APT staff. Covered breezeways flank both sides of the building with eight saw tooth parking bays provided for the loading and unloading of bus riders. There are also parking spaces for twenty personal vehicles.

APT currently houses its operation at 1535 Fenwick Street. The administration portion of the operations and maintenance facility was opened in 1993. The facility is adjacent to an existing structure that contains the maintenance portion of APT. The building was existing when the adjacent addition was constructed and had far reached its useful life. The building has been repaired multiple times, but continues to show its age with roof leaks, and difficulty with upgrading systems.

In addition to the longevity or useful life issues of the facility the current location lacks any real growth opportunities for APT. The site is locked for expansion to adjacent properties and the facility has little to no room on which to build or expand. Due to these conditions a decision was made to locate the facility to a property that would support current operations and future system expansion.

Augusta, Georgia has embarked on a facility improvement project located at 2413 Jennings Road and 2844 Regency Boulevard, Augusta, GA 30904. This project shall include dedicated construction management services, including project oversight, submittal review, inspections, execution of construction change orders, review of GC pay requests, applicable Federal Transit Administration (FTA) reporting requirements, and completion of close-out program documents.

The contract for the aforementioned services schedule for the associated construction activities of the Bus Operations/Maintenance Facility Project is approximately 15-18 months.

INSTRUCTIONS

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Vendors. Responses to questions or comments regarding this RFQ provided by any other department, employee, or Augusta department other than the contact person set forth above shall not be considered valid and Augusta will not be bound by any such comments or responses. Inquires received via telephone or orally in-person will not receive a response.

All inquiries and comments concerning this RFQ are due on Tuesday, July 19, 2016 no later than 5:00 p.m. and shall be submitted in writing or email to:

Augusta Procurement Department
535 Telfair Street, Suite 605
Augusta, GA 30901
Attn: Geri A. Sams
Or by email to procbidandcontract@augustaga.gov

Qualifications must be in writing and must be received by Augusta Procurement Department by 11:00 a.m., on Thursday, July 28, 2016 via U.S. Mail, FedEx, UPS or courier or in person. Qualifications received after the above listed date and time will not be considered, regardless of postmark. Prospective Vendors are responsible for having Qualifications deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service. Vendors responding to this RFQ must submit one (1) original and seven (7) copies of their proposal clearly marked as follows:

Augusta Procurement Department
530 Telfair Street, Suite 605
Augusta, GA 30901
Attn: Geri A. Sams
"RFQ NO. 16-207, CONSTRUCTION PROJECT MANAGEMENT SERVICES "

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Qualifications must contain an original signature by an authorized officer of the company.

The successful Vendor will be required to comply with all applicable Equal Opportunity Laws and Regulations. Augusta hereby notifies all prospective Vendors that Augusta will require each Vendor affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFQ, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

Augusta Public Transit is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age or disability.

ESTIMATED SCHEDULE OF EVENTS

- | | |
|--------------------------------------|---|
| 1. Tuesday, June 14 2016 | REQUEST FOR QUALIFICATIONS (RFQ) RELEASE |
| 2. Friday, July 15, 2016 @ 3:00 p.m. | PRE-QUALIFICATION/TELEPHONE CONFERENCE |
| 3. Tuesday, July 19, 2016 | LAST DAY FOR SUBMISSION OF QUESTIONS |
| 5. Thursday, July 28, 2016 | QUALIFICATIONS DUE DATE |
| 6. Week of August 1, 2016* | QUALIFICATIONS EVALUATED BY THE
EVALUATION COMMITTEE |
| 7. August 2016* | COMMITTEE/COMMISSION APPROVAL |

*** Tentative Dates**

QUALIFICATION SUBMISSION CHECKLIST

This checklist must be completed and returned with the qualifications. **Failure to return this checklist may be cause for considering the Qualifications non-responsive.**

	Description	Source / Section	Vendor shall initial here
1	Attachment B	Page 6	
2	SAVE Form	Page 8	
3	RFQ (one (1) original and seven (7) copies)	IP.1	
4	Letter of Transmittal	IP.8	
5	Insurance – Statement by Vendorr	GC.20	
6	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit C	
7	References	Exhibit D	
8	Certification of Non-Collusion	Exhibit E	
9	Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters	Exhibit F	
10	Certification of Restrictions on Lobbying	Exhibit G	
11	Designation of Subcontractors	Exhibit H	
12	Brooks Act	Exhibit I	
13	Davis-Bacon Form WH347	Exhibit J	
	OPTIONAL ITEMS		
12	Requests for exceptions or deviations.	IP.1	

Company Name:	
Name of Vendor initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO VENDORS

IP.1 QUALIFICATION FORMAT AND SUBMITTAL

Qualifications must be received at the Augusta Procurement Department by 11:00 a.m. on Thursday, July 28, 2016, via U.S. Mail, FedEx, UPS or courier or in person. The envelope/package must be clearly marked "Qualification No. 16-207, Construction Project Management Services for the Bus Operations/Maintenance Facility." Respondents to this RFQ must submit one (1) original and seven (7) copies of their Proposal to:

Augusta Procurement Department

535 Telfair Street, Suite 605

Augusta, GA 30901

Attn: Geri A. Sams, Director

RFQ No. 16-207 "CONSTRUCTION PROJECT MANAGEMENT SERVICES FOR THE BUS OPERATIONS/MAINTENANCE FACILITY PROJECT"

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Qualifications must contain an original signature by an authorized officer of the company. Qualifications will be publicly opened at the specified time in the Procurement Department Suite 605 Conference Room.

Qualifications received after the above listed date and time will not be considered, regardless of postmark. Qualifications shall be time stamped when received and will be accepted up to and no later than the time indicated in this RFQ. The Vendor assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of Augusta. Whether sent by mail or by means of personal delivery, Vendors assume responsibility for having Qualifications deposited on time at the place specified.

Qualifications shall not include a photocopy of the following:

- 'INSTRUCTIONS TO VENDORS' [Section 1],
- 'GENERAL TERMS AND CONDITIONS' [Section 2],
- 'FEDERAL PROVISIONS' [Section 3],
- 'SCOPE OF SERVICES' [Section 4],
- 'FORM OF CONTRACT' (SAMPLE) [Section 5] of this RFQ.

Qualifications shall be typed, single-spaced and submitted on 8½"x11" paper. Qualifications shall not include any unnecessarily elaborate or promotional material. Qualifications may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Qualifications will not be valid until all information has been verified and vendors references have been checked. All Qualifications shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFQ.

All requests for exceptions or deviations as a result of this RFQ shall be clearly identifiable by a separate section of the Vendor's submitted Qualifications for review by Augusta. It shall be the right of Augusta to accept or reject any portion of the submitted requests.

Qualifications shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Qualifications non-responsive. Unauthorized conditions, limitations, or provisions attached to Qualifications will render the RFQ non-conforming and non-responsive and may cause its rejection. The completed RFQ shall be without interlineations, alterations, or erasures. No verbal modifications will be accepted.

Qualifications documents shall be deemed to include by reference each and every one of the following:

Request for Qualifications (RFQ)
Addenda to RFQ Supplements to
RFQ

All other required forms

IP.2 EXAMINATION OF QUALIFICATION DOCUMENTS

By submitting a RFQ, Vendor represents that: (1) Vendor has thoroughly examined and become familiar with the Work required under this RFQ, (2) Vendor comprehends all conditions that may impact the RFQ, (3) Vendor has reviewed of all addenda, and Vendor is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this RFQ, in a manner that meets Augusta's objectives. Failure to examine the documents and inform itself shall be at the Vendors' own risk. A Vendor shall have no claim against Augusta based upon ignorance of or misunderstanding of the RFQ documents. Once the award has been made, failure of a Vendor to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Vendor to withdraw its Proposal or to seek additional compensation.

IP.3 ADDENDA

Any changes made by Augusta to the requirements in this RFQ will be made by written addenda. Any written addenda issued to this RFQ shall be incorporated into the terms and conditions of any resulting Agreement. Augusta will not be bound by any modifications to or deviations from the requirements set forth in this RFQ as the result of oral instructions. Augusta reserves the right to revise or withdraw this RFQ at any time and for any reason.

IP.4 CLARIFICATIONS

Should a Vendor require clarifications of this RFQ, the Vendor shall notify the contact person identified in this RFQ in writing. Should Augusta, in its sole discretion, determine that the point in question is not clearly and fully set forth, Augusta will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the RFQ.

All questions, clarifications or comments must be submitted to the contact person in the Procurement Department no later than 5:00 p.m., Tuesday, July 18, 2016. No questions will be answered individually by the Transit Department.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for RFQ No. 16-207. Questions may be faxed to (706) 821-2811 or by email to procbidandcontract@augustaga.gov, **ATTENTION:** Geri Sams, Procurement Department. Augusta is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by Augusta to the clarifications, comments and questions will be communicated in writing to all recipients of this RFQ. Every attempt will be made to provide responses to all Vendors in accordance with the procurement schedule for this RFQ. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner: Section

Paragraph number Page
number
Text of passage being questioned
Question

IP.5 ERRORS IN QUALIFICATIONS

All Vendors are responsible for errors and omissions in their Qualifications. No consideration will be given by Augusta to allow Qualifications to be withdrawn once a Proposal has been opened. Any errors and omissions will not serve to diminish the Vendor's obligations to Augusta.

IP.6 WITHDRAWAL OF QUALIFICATIONS

Vendors may withdraw their Qualifications in writing, provided that such requests are received by Augusta prior to the scheduled deadline for Proposal submission or within 90 days.

IP.7 REFERENCES

All reference information requested in the RFQ and specified in the form included in this RFQ must be submitted with the Proposal. Refer to Exhibit E.

IP.8 QUALIFICATION SIGNATURES

If an individual makes the Proposal it shall be signed and the full name and address of the Vendor shall be given.

If a partnership makes the RFQ, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the RFQ, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the RFQ. Certified letter is to be included in the RFQ accompanied with the Letter of Transmittal.

IP.9 PRE-CONTRACTUAL EXPENSES

Augusta will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Vendor in:

- Preparing the RFQ in response to this request.
- Submitting that RFQ to Augusta.
- Negotiating with Augusta any matter related to this RFQ, and/or
- Any other expenses incurred by the Vendor prior to date of award.

IP.10 AUGUSTA, GEORGIA RIGHTS

In its discretion, Augusta reserves the right to:

1. Reject any and/or all Qualifications for no reason or any reason including but not limited to the following:
 - a. The RFQ is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
 - b. The Vendor, in the sole judgment of Augusta, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Vendor failed or neglected to complete and submit any information within the time specified by Augusta, and as may be otherwise required herein.
2. Reject any Proposal that, in the opinion of Augusta is so unbalanced in comparison to other Qualifications received and/or to Augusta's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a RFQ.
4. Cancel the entire RFQ;
5. Issue subsequent RFQs;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

IP.11 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Vendor's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the RFQ.

IP.12 CONFIDENTIALITY AND PUBLIC RECORD

All Vendors are hereby put on notice that each Proposal received shall become the exclusive property of Augusta and, unless Augusta's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure pursuant to the Georgia Public Records Act and/or the Federal Freedom of Information Act. Augusta shall not in any way be liable or responsible for the disclosure of any Qualifications or portions thereof absent such agreement; nor shall such agreement preclude Augusta from disclosing any Proposal or portion thereof where such disclosure is required by law.

IP.13 JOINT OFFERS

RFQ will be awarded to the vendor that submits qualifications that are the most responsive and responsible to Augusta.

IP.14 COMPANY PERSONNEL

It shall be the burden of the successful Vendor to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Vendor. Personnel shall not be employees of or have any contractual relationship with Augusta. Successful Vendor's personnel shall conduct themselves in a professional manner to all Augusta employees at all times. Rude or discourteous behavior by the successful Vendor will not be tolerated and the offense can be justification for termination of contract. All sub-contractors of successful Vendor shall abide by all the requirements set forth in this section.

IP.15 SINGLE PROPOSAL RESPONSE

If only one submittal is received in response to this RFQ, Augusta will review it in accordance to FTA Circular 4220.1F.

IP.16 PRICE SHEET

No cost/fees should be submitted with this RFQ.

IP.17 PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFQ) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. Augusta is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Filing of Protest

(a) Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**

(b) Subject of Protest. Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.

(c) To expedite handling of protests, the written protest shall include as a minimum the following:

1. The name and address of the protestor;
2. Appropriate identification of the procurement, and, if a contract has been awarded, its number;
3. A statement of reasons for the protest; and
4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

(d) Requested Information; Time for Filing. Any additional information requested by any of the parties should be submitted within the time periods established Procurement Director in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the Procurement Director may result in resolution of the protest without consideration of any information which is untimely filed pursuant to such request.

(e) Making Information on Protests Available. The Procurement Director shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where information is proprietary, confidential, or otherwise prohibited from disclosure or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor. A protest lodged after award by the Commission will not be considered.

All protests shall be submitted to the contact person identified in this solicitation.

If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NID=685>
Guidelines & Procedures

IP.18 INCORPORATION OF RFQ INTO AGREEMENT

This RFQ and the Vendor's response, including all promises, warranties, commitments and representations made in the successful RFQ, shall be binding and incorporated by reference in Augusta's contract with the successful Vendor.

IP.19 RFQ EVALUATION CRITERIA

The contract resulting from this RFQ will be awarded to the most responsive and responsible Vendor whose offer, conforming to the requirements of the RFQ, is determined to be most advantageous to Augusta, Georgia.

The successful Vendor is deemed to be responsive as it relates to conformity with technical approach and requirements of the solicitation. The responsible contractor must possess the ability, experience, and integrity to perform successfully under the terms and conditions of the contract. Federal Transit Administration (FTA) expects the prospective contractor to demonstrate affirmatively to the grantee that it qualifies as "responsible" and that its proposed subcontractors also qualify as "responsible." Factors of responsibility determinations include:

Integrity and Ethics. Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).

Debarment and Suspension. Is neither debarred nor suspended from Federal programs under U.S. Department of Transportation (DOT) regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.

Affirmative Action and DBE. Is in compliance with the Common Grant Rules' affirmative action and DOT's Disadvantaged Business Enterprise requirements.

Public Policy. Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B).

Administrative and Technical Capacity. Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).

Licensing and Taxes. Is in compliance with applicable licensing and tax laws and regulations.

Financial Resources. Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D).

Production Capability. Has, or can obtain, the necessary production, construction, and technical equipment and facilities.

Timeliness. Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

Performance Record. Is able to provide a satisfactory current and past performance record.

The RFQ shall contain a complete response to each of the areas identified below, in the order shown. Vendors should review the requirements listed under each area in providing their responses.

Vendor Qualifications and Experience:

(45%)

The qualifications of the Vendor with appropriate license(s) will be evaluated in terms of relevant experience in performing work of a similar nature, experience in projects funded by the Federal Transit Administration (FTA), experience working with other municipalities, strength and stability of the firm; capacity to perform the required services, with a minimum of three (3) years as a corporation or entity, and assessment of client references included as a narrative in the proposal.

The Vendor shall:

1. Describe the firm's experience in performing work of a similar nature to that solicited in this RFQ, and highlight the participation in such work by the key personnel proposed for assignment to this project.
2. Describe specialized training, experience and professional competence in the area directly related to this RFQ.
3. Identify subcontractors by company name, address, contact person, telephone number, and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-contractor.
4. In keeping with the References found in Exhibit E, the proposal shall describe in detail the services rendered by the Vendor which would describe the level of qualifications analogous to this project.

Vendor Organization:

(20%)

The organizational structure of the Vendor will be evaluated in terms of its effective use of personnel, relevant experience and time commitment of key personnel, especially the designated Project Manager and subcontractors (if applicable), logic of project organization; adequacy of labor commitment and resources; capability to reallocate resources as needed to meet project schedules.

Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, or sole proprietorship); number, size and location of offices; and total number of employees.

Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the Vendor's ability to complete the project. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Vendor or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid within the last five (5) years.

Project Management Experience:

(35%)

Proposal shall include an outline of proposed Project Management Services responsibilities and a narrative describing the experience of all project team members, including subcontractors, if any, shall be included. Proposal shall describe in detail the Project Management team for this project with their associated responsibilities and experience. The successful Vendor to this RFQ must demonstrate they are providing qualified personnel to accomplish each portion of the Scope of Services.

The Project Manager (PM) and personnel shall possess all certification(s) in accordance with the laws of the State of Georgia for the work to be performed. The cost for any certification(s) shall be the responsibility of the PM. Augusta will be under no obligation for payment of pre-contractual expenses.

IP.20 DBE PARTICIPATION

Effective August 29, 2014, Augusta, Georgia's Department of Transportation Federal Transportation Administration (FTA) overall anticipated level of DBE participation for federal fiscal year October 1, 2014 through September 30, 2017 is 4.5%. The goal is accomplished through the use of race-neutral measures in accordance with 49CFR, Part 26. Augusta shall take all necessary steps to ensure non-discrimination in the award of all contracts to meet the objectives.

SECTION 2 – GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement: The Contract to be negotiated and entered into by Augusta and the successful Vendor for the work described in this RFQ.

Vendor/Vendor/Contactor Consultant: Any manufacturer, firm, company or agency providing services, equipment, software, or supplies for this RFQ.

Change: Additions, deletions or other revisions to the Work within the general scope of the contract. Augusta through issuance of a modification must direct a change.

City: Augusta, a municipal corporation.

Contract: The written agreement executed by Augusta and the successful Vendor which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.

Days: Calendar days unless specifically noted otherwise.

Defect: Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.

RFQ: Request for Qualifications

Notice to Proceed: Purchase Order issued from Augusta to the successful Vendor specifying the date on which the Work under the Contract is to be initiated.

Vendor: Vendor or Contractor or Consultant

Special Provisions: Contract Document containing requirements that modify or supplement the General Terms and Conditions.

Specifications: Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification," Statement of Work" or "Scope of Work".

Work: Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Vendor to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.

GC.2 ASSIGNMENT AND SUBCONTRACTORS

Neither this RFQ nor any interest herein nor claim hereunder may be assigned by successful Vendor either voluntarily or by operation of law, nor may all or part of this RFQ or subsequent agreement be subcontracted by successful Vendor, without the prior written consent of Augusta, Georgia. Consent by Augusta shall not be deemed to relieve successful Vendor of obligations to comply fully with the requirements hereof.

GC.3 SAMPLE AGREEMENT

A form approved by the Augusta Attorney must be executed between Augusta and the successful Vendor prior to commencement of any work.

GC.4 NOTICE OF LABOR DISPUTE

Whenever Vendor has knowledge that any actual or potential labor dispute may delay the award of this RFQ, Vendor shall immediately notify and submit all relevant information to Augusta. Vendor shall insert the substance of this entire clause in any subcontract hereunder.

GC.5 DISPUTES

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of Georgia. Pending final resolution of a dispute hereunder, Vendor shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the Augusta Commission or its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Vendor mails or otherwise furnishes a written appeal to the Augusta Administrator. In connection with any such appeal, the successful Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Augusta Commission or its designated representative shall be binding upon the successful Vendor and the successful Vendor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the Augusta Administrator, successful Vendor shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages

Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Augusta and the successful Vendor arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court for Richmond County for state court actions and the United States District Court for the District of Georgia.

Rights and Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Augusta or successful Vendor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC.6 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Vendor shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFQ at the F.O.B. point specified herein, and upon such delivery Vendor's responsibility for loss or damage shall cease, except for loss or damage resulting from Vendor's negligence.

GC.7 LICENSING, PERMITS AND TAXES

The Vendor shall maintain all appropriate licenses required by the State of Georgia for the work required under the terms of this Agreement. The cost for any required licenses, permits or special taxes shall be the responsibility of the successful Vendor. The awarded Vendor is to obtain necessary Augusta Richmond County licenses.

GC.8 WAIVER OF TERMS AND CONDITIONS

The failure of Augusta or the successful Vendor to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by Augusta of any breach of

such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.9 INDEMNIFICATION

Successful Vendor shall comply with this section and the language of this section shall be adopted in the agreement:

Contractor shall indemnify, defend and hold harmless Augusta, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit D. Contractor's covenant under this Section and Exhibit D shall survive the expiration or termination of this Agreement.

GC.10 INTEREST OF MEMBERS OF AUGUSTA

The successful Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in Augusta or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Vendor further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Vendor.

GC.11 TERMINATION FOR DEFAULT

Upon failure of the successful Vendor to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, Augusta shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Vendor at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Vendor shall immediately stop work and relinquish all project files to Augusta. Augusta may thereafter pursue the work or hire another project manager to do so and charge the successful Vendor liquidated damages.

GC.12 CANCELLATION OF AGREEMENT

In any of the following cases, Augusta shall have the right to cancel the Agreement without expense to the Augusta: (1) the successful Vendor is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of Georgia or the United States. This section shall not be construed to limit Augusta's right to terminate the contract for convenience or default, as provided herein.

GC.13 TERMINATION FOR CONVENIENCE

The performance of work under the Agreement may be terminated by Augusta in accordance with this section in whole or in part, whenever Augusta determines that such termination is in the best interest of Augusta. Any such termination shall be effected by delivery to the successful Vendor of a written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

Upon receipt of the notice of termination, and except as otherwise directed by Augusta, the successful Vendor shall: (1) stop work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to Augusta in the manner, at the times, and to the extent directed by Augusta, all of the right, title and interest of the successful Vendor under the orders and subcontracts so terminated in which case Augusta shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts to the extent, if any, directed by Augusta the fabricated or unfabricated parts, work in process, or completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings,

information and other property which, if the contract had been completed, would have been required to be furnished to Augusta; (6) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) authorized by Augusta, any property of the types referred to above, provided, however, that the successful Vendor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by Augusta and, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by Augusta to the successful Vendor under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such a manner as Augusta may direct; (7) complete performance of such part of the work as shall not have been terminated by the notice of termination; (8) take such action as may be necessary, or as Augusta may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the successful Vendor and in which Augusta has or may acquire an interest. Payments by Augusta to the successful Vendor shall be made for all services completed and/or delivered up to and including the effective date of termination but not thereafter. Except as otherwise provided, settlement of claims by the successful Vendor under this termination section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended.

GC.14 FORCE MAJEURE

The successful Vendor shall not be liable for any failure to perform if acceptable evidence has been submitted to Augusta that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Vendor. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to Augusta.

GC.15 INSPECTION AND ACCEPTANCE

All items are subject to final inspection and acceptance by Augusta Public Transit at destination. Final inspection will be made within a reasonable time after receipt of items hereunder. Augusta reserves the right to withhold final payment until the final inspection and acceptance of all work.

GC.16 EXCESS REPROCUREMENT LIABILITY

Vendor shall be liable to Augusta for all expenses incurred by Augusta in reprocurring elsewhere the same or similar items or services offered by the Vendor hereunder, should Vendor fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprocurement expense obligation by Vendor shall be limited to the excess over the price specified herein for such items or services.

GC.17 DELIVERY/INSTALLATION

The services and/or equipment described herein are to be rendered for Augusta Public Transit – Augusta, Georgia.

GC.18 METHOD OF PAYMENT

Augusta will pay successful Vendor in accordance with the following terms and procedures: Successful Vendor shall submit written invoices to Augusta by the 10th of each month clearly detailing the services furnished by successful Vendor during the preceding month and for all other supplies and services provided by successful Vendor. Augusta shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice in accordance with its standard warrant procedures. Clear reference must be made to the contract number, the time period that the work was performed, itemization of the work and/or reference to the payment schedule and identification of the Contractor's taxpayer identification number.

GC.19 NON-RESTRICTIVE CLAUSES

Wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description.

Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by Augusta. Specifying a brand name in the specification shall not relieve the successful Vendor, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

Requests for "or approved equal", clarification of the specifications, and complaints on specifications must be received by Augusta, in writing, by the last day for questions which is Tuesday, July 19, 2016 @ 5:00 p.m. Any request for an approved equal or complaint concerning the equipment or material specifications must be fully supported with technical data, test results, or other pertinent facts as evidence that the substitute offered is equal to or better than the specification requirement.

Time limitations in this section must be complied with strictly and in no case will an extension of time for performance of this contract be granted because of Contractors failure to request a substitution of an alternative item at the times and manner set forth herein. Furthermore, if a proposed substitution is rejected, Vendor shall be responsible to provide the item or product or work as originally specified at no additional cost to Augusta. Augusta has the complete and sole discretion to determine if an item or article is an equal item.

GC.20 INSURANCE

Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Vendor be awarded a contract pursuant to this RFQ.

Successful Vendor shall comply with this section and the language of this section shall be adopted in the agreement:

Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in Georgia, rated "A" or better in the most recent A.M. Best Insurance Rating Guide, and approved by Augusta, a policy or policies of:

- (1) Broad-form commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000);
- (2) Automobile liability insurance, with minimum combined single limits of One Million Dollars (\$1,000,000); and
- (3) Workers' compensation insurance with a minimum limit of One Million Dollars (\$1,000,000) or the amount required by law, whichever is greater.

Augusta, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of Contractor's performance of services under this Agreement.

Each insurance policy required by this Section shall be endorsed as follows: (1) the insurer waives the right of subrogation against Augusta and its officials, officers, employees, agents and representatives; (2) except for the workers' compensation policy, the policies are primary and non-contributing with any insurance that may be carried by Augusta; and (3) the policies may not be canceled or materially changed except after thirty (30) calendar days' prior written notice by insurer to Augusta, unless canceled for non-payment, then ten (10) calendar days' notice shall be given.

All insurance coverages shall be confirmed by execution of endorsements required under this Section. Contractor shall file the endorsements with Augusta on or before the date of commencement of services pursuant to this Agreement, and thereafter maintain current endorsements on file with Augusta. The endorsements are subject to Augusta's approval. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section.

GC.21 CERTIFICATE OF NON-COLLUSION

Vendor's must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Vendor has not, directly or indirectly, induced or solicited any other Vendor to put in a sham RFQ or any other person, firm or

corporation to refrain from proposing, and that the Vendor has not in any manner sought by collusion to secure to the Vendor or another Vendor an advantage over any other Vendor.

GC.22 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by Augusta or the successful Vendor against patent or copyright infringement, statutory or otherwise, it is agreed that successful Vendor shall defend at its own expense any claim or suit against Augusta on account of any allegation that any item furnished under this Agreement or the normal use of sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and successful Vendor shall pay all costs and damages finally awarded in any such suit or claim. Provided that successful Vendor is promptly notified in writing of the suit or claim and given authority, information and assistance at the Vendor expense of same.

However, the successful Vendor will not indemnify Augusta if the suit results from: (1) Augusta's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Vendor when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Vendor shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Vendor shall not be obligated to indemnify Augusta under any settlement made without the Vendor's consent or in the event Augusta fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Vendor's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Vendor, at no expense to Augusta, shall obtain for Augusta the right to use and sell said item, or shall substitute an equivalent item acceptable to Augusta and extend this patent and copyright indemnity thereto.

GC.23 CONFLICTS OF INTEREST

Each Vendor represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any Augusta business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Vendor shall further covenant that in the performance of the Agreement no person having any such interest shall be employed. Successful Vendor further covenants and warrants that successful Vendor and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of Georgia applicable to the performance of services contemplated by this RFQ. During the term of the Contract, successful Vendor and its officers, employees, associates and subconsultants shall not, without the prior written approval of the Augusta Administrator, perform work for another person or entity for whom successful Vendor is not currently performing work that would require successful Vendor or one of its officers, employees, associates or subconsultants to abstain from a decision under the Contract pursuant to a conflict of interest statute.

GC.24 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents will be:

The Agreement and any written amendment thereto
Special Provisions
General Conditions
Technical Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

GC.25 CHANGES

Augusta may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for Augusta in accordance with the drawings, designs, or specifications.

2. Method of delivery or packing.
3. Place of delivery.

If any such change causes an increase or decrease in the cost of, causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Project Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if Augusta decides that the facts justify it, Augusta may receive and act upon a change proposal submitted before final payment of the contract.

If the Vendor's RFQ includes the cost of property made obsolete or excess by the change, Augusta shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Vendor from proceeding with the contract as changed.

GC.26 DIFFERING SITE CONDITIONS

The successful Vendor shall promptly, and before the conditions are disturbed, give a written notice to Augusta of subsurface or latent physical conditions at the site which differ materially from those indicated in the contract, or unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

Augusta shall investigate the site conditions promptly after receiving the notice. If the conditions do not materially so differ and cause an increase or decrease in the successful Vendor's cost of, or the time required for, performing any part of the work under the contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

No request by the successful Vendor for an equitable adjustment to the contract under this clause shall be allowed, unless the successful Vendor has given the written notice required; provided, that the time prescribed above for giving written notice may be extended by Augusta.

No request by the successful Vendor for an equitable adjustment to the contract for a differing site condition shall be allowed if made after final payment under this Agreement.

SECTION 3 - FEDERAL PROVISIONS

This solicitation and the Agreement to be awarded are subject to the following Federal requirements. These requirements shall govern over any inconsistent provisions otherwise contained in the Instructions to Vendors and General Terms and Conditions, and the Agreement to be entered into, provided any such federal requirement is determined to apply to the product or service to be provided, or in the context under which it was written. The term "Contractor", as may be used in these requirements shall mean and include, as the context permits or requires, Vendors and any successful Vendor.

This agreement incorporates by reference the following Federal Transit Administration required clauses with the same force and effect as set forth in full in the main text of the agreement. It is understood and agreed that the Contractor is obligated by and to Augusta, Georgia (hereinafter referred to as Augusta, Georgia) for any specifications or documentation required of Augusta, Georgia under these clauses.

Master Grant Agreement FTA MA (21) dated October 1, 2015: <http://www.fta.dot.gov>

Circular 4220.1F, dated November 1, 2008, Rev. 3/18/2013: http://www.fta.dot.gov/legislation_law/12349_8641.html

FTA's Best Practices Procurement Manual (BPPM), offers suggested procedures, methods, and examples on conducting third party procurements to assist in meeting the standards of FTA Circular 4220.1F. The BPPM is available at: <http://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

The Code of Federal Regulations (CFR) website is available at: <http://www.ecfr.gov>

FP1. Prohibited Interest. No employee, officer, or agent of Augusta, Georgia shall participate in the selection, award, or administration of a contract, third party contract, or subcontract, in a manner that presents a real or apparent personal or if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent of Augusta, Georgia, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award (contractor). No Augusta, Georgia employee, officer, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any present or potential contractor, subcontractor, or parties to subagreements.

FP2. Interest of Members of Congress. No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or purchase order or to any benefit arising there from.

FP3. No Government Obligation to Third Parties. The contractor agrees, absent express written consent of the Federal Government, that the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to any third party contractor, or any subrecipient, or any other party pertaining to any matter resulting from this contract or purchase order. The contractor agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

FP4. Program Fraud and False or Fraudulent Statements. The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, *et seq.*, and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this contract or purchase order. Upon execution of the underlying contract, the contractor certifies and affirms the truthfulness and accuracy of any statement it has made, causes to be made, makes, or may make pertaining to the contract or the underlying FTA assisted project for which this contract or purchases order is being performed. In addition to other penalties that may apply, the contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government may deem appropriate. The contractor also acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC §5307, the Federal Government reserves the right to

impose the penalties of 18 USC §1001 and 49 USC §5307(n) (1) on the contractor, to the extent the Federal Government deems appropriate. The contractor agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. Contractor shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provisions.

FP5. Access to Records.

- a) The contractor agrees to provide Augusta Georgia, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, inspections, examinations, excerpts, transcriptions, and reports. Contractor further agrees to provide Augusta Georgia, the FTA Administration or their authorized representatives or agents access to contractor's records and construction sites pertaining to a major capital project as defined at 49 USC 5302(a)(1) which is receiving federal financial assistance through any program described at 49 USC 5307, 5309 or 5311. The contractor shall require its subcontractors to provide access to their books, documents, papers and records to the representatives identified above for the purposes described herein.
- b) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as may be reasonably requested.
- c) Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or authorized representative (including a Project Management Oversight (PMO) contractor) access to contractor's construction sites and records pertaining to a major capital project, defined at 49 USC §5302(a)(1), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309, or 5311.
- d) The contractor further agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until Augusta Georgia, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. See also 49 CFR 18.39(i)(11).

FP6. Federal Changes. The contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Grant Agreement FTA MA (21) dated October 1, 2014 between Augusta Georgia and the FTA, as they may be promulgated or amended from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

FP7. Termination for Convenience or Default. Augusta, Georgia may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Augusta, Georgia's, as the recipient of FTA grant funds that support the Project, best interests. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall not have a claim for and shall not be paid any lost profits or damages if terminated for cause (default) or convenience. Contractor hereby waives and releases Augusta, Georgia from any claims for damages or lost profits as a result of a termination for default or convenience of the government, and acknowledges and agrees that it shall have no such claims against Augusta, Georgia. The contractor shall promptly submit its termination claim to Augusta, Georgia. If the contractor has any property in its possession belonging to the Augusta, Georgia, the contractor will account for the same, and dispose of it in the manner Augusta, Georgia directs, with the concurrence of Augusta, Georgia. If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the contractor fails to comply with any other provisions of this contract, Augusta, Georgia may terminate this contract for default. e Augusta, Georgia may terminate this contract for default by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance

with the manner of performance set forth in this contract. If this contract is terminated while the contractor has possession of Augusta, Georgia owned goods, the contractor shall, upon direction of Augusta, Georgia's contract administrator with the consent of the Augusta, Georgia if any of the goods are owned by or have been paid for by Augusta, Georgia, protect and preserve the goods until surrendered to Augusta, Georgia or its agent. The contractor and Augusta, Georgia shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved in accordance with the contract or purchase order, applicable law and the Breaches and Disputes Resolution clause set forth below. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Augusta, Georgia. Similar provisions apply to purchase orders and contracts for construction. and architect/engineering services.

FP8. Civil Rights. The following requirements apply to this purchase order or contract:

- a. **Nondiscrimination**. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, as amended, 42 USC §12132, and Federal transit law at 49 USC §5332, as each may be amended from time to time, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with all applicable federal implementing regulations and any other implementing requirements FTA may issue.
- b. **Equal Employment Opportunity**. The following equal opportunity requirements apply to this purchase order or contract:
 - (1) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any other applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
 - (2) **Age**. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, contractor agrees to comply with any implementing requirements FTA may issue.
 - (3) **Disabilities**. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

- c. The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only to identify the affected parties.

FP9. SPECIAL DOL, EEO CLAUSE FOR CONSTRUCTION PROJECTS PART 60-4—CONSTRUCTION CONTRACTORS—AFFIRMATIVE ACTION REQUIREMENTS

§ 60-4.1 Scope and application.

This part applies to all contractors and subcontractors which hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or nonfederally assisted construction site. This part also establishes procedures which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended.

In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

§ 60-4.2 Solicitations.

- (a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this part 60-4.
- (b) All nonconstruction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements which are necessary in whole or in part to the performance of the covered nonconstruction contract.
- (c) Contracting officers, applicants and nonconstruction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.
- (d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects.

The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

2. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
3. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, Augusta, Georgia and city, if any).

§ 60-4.3 Equal opportunity clauses.

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related

activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and

locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- (b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

§ 60-4.4 Affirmative action requirements.

- a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.
- (b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractors signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

§ 60-4.5 Hometown plans.

- (a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:
 - (1) Ceases to be signatory to a Hometown Plan covering that trade;

- (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
 - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;
 - (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
 - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
 - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

§ 60-4.6 Goals and timetables.

The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the FEDERAL REGISTER, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

§ 60-4.7 Effect on other regulations.

The regulations in this part are in addition to the regulations contained in this chapter which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR part 60-3; part 60-20; part 60-30; part 60-40; and part 60-50.

§ 60-4.8 Show cause notice.

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

§ 60-4.9 Incorporation by operation of the order.

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

FP10. Disadvantaged Business Enterprise.

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Contract Assurance: 26.13b

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Prompt Payment: 26.29(a)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from Augusta, Georgia. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Augusta, Georgia. This clause applies to both DBE and non-DBE subcontracts.

Retainage: 26.29(b)

- (a) Augusta, Georgia will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed by using one or more of the following methods:

- (1) Declining to hold retainage from prime contractors and prohibiting prime contractors from holding retainage from subcontractors.
 - (2) Declining to hold retainage from prime contractors and requiring a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.
 - (3) Holding retainage from prime contractors and providing for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within thirty (30) days after Augusta, Georgia's payment to the prime contractor.
 - (4) Requiring a contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.
 - (5) Requiring a contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
- (b) Augusta, Georgia shall have the power and authority to enforce all of the provisions of this subsection and may implement suspension and debarment for non-compliance as provided in Chapter 10 of the AUGUSTA, GEORGIA CODE.

MONITORING AND ENFORCEMENT MECHANISMS 26.37

Augusta, Georgia will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

- Augusta, Georgia will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR Part 26.
- (a) Augusta, Georgia will consider similar action to the extent permitted by applicable law, including making responsibility determination in future contracts and solicitations. The DBE Liaison Officer and appropriate staff will make prompt compliance determinations regarding contractors. Documentation of non-compliance will include the specific areas in which the contractor failed to comply. In these instances, appropriate action, consistent with the DBE Program and contract provision will be taken.
 - (b) Augusta, Georgia will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by direct observation. Along with written certification in conjunction with monitoring of contract performance (i.e. DBE pay application and certification).
 - (c) The DBE Liaison Officer shall, for every project subject to the DBE Program, keep and maintain a running tally of actual DBE attainments (i.e. payments actually made to subcontractors), including a means of comparing these attainments to commitments.

ADMINISTRATIVE RECONSIDERATION 26.53(d)

- (a) Within five days of being informed by Augusta, Georgia that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following Reconsideration Official:

Administrator of Augusta, Georgia
535 Telfair Street, Room 910
Augusta, Georgia 30901
(706) 821-2400

- (b) The Reconsideration Official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

- (c) As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Reconsideration Official will send the bidder/offeror a written decision on the reconsideration, explaining the basis for the decision. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Bidders/Vendors are strongly encouraged to utilize all certified DBEs.

All bidders and vendors hereby assure that they will make sufficient reasonable good faith efforts to meet the above stated goals. Moreover such bidders or vendors hereby assure that they will meet the DBE participation percentages submitted in their respective bids or qualifications. Bidder/Vendors, also agree to provide any additional information requested by the DBELO to substantiate DBE participation, including but not limited to, the written subcontract agreement between prime bidder and each subcontractor for the work relative to this project.

Good Faith Efforts Procedures

1. All Bidders/ Vendors are required to submit written assurance of meeting contract goals in their bids/qualifications and will submit: (1) names of DBE subcontractors; (2) a description of the work they are to perform; and (3) the dollar value of each proposed DBE subcontract. In order to be a responsive Bidder/Vendor, a Bidder/Vendor must meet the specified DBE contract goal or demonstrate sufficient good faith efforts to do so. Meeting the contract goal or making sufficient good faith efforts to do so is no less than meeting technical specifications or complying with bid or proposal procedures, is a necessary condition of responsiveness.
2. The commitment of the Bidder/Vendor to a specific goal is to meet DBE objectives and is not intended to be used and shall not be used, to discriminate against any qualified company or group of companies.
3. The Bidders/ Vendors must actively and aggressively seek to meet the specific contract goal for the project or the overall goal if an individual contract goal has not been set. In determining whether a Bidder/ Vendor has made good faith efforts to ensure DBE participation if awarded the contract, the Augusta, Georgia may consider, and the Bidder/ Vendor must be able to provide, evidence regarding the good faith efforts. This information is provided on Exhibit 4,

GOOD FAITH EFFORT DOCUMENTATION FORM.

The Augusta, Georgia will award a contract only to a Bidder/Vendor who makes good faith efforts to meet the established goal. A Bidder/Vendor has made good faith efforts if the Bidder/Vendor does either of the following:

Documents that it has obtained enough DBE participation to meet the goal; or

Documents that it has made adequate good faith efforts to meet the goal, including assurances that the Bidder/Vendor has done the following:

- (1) Attended any pre-solicitation or pre-bid meetings that were scheduled by the Augusta, Georgia to inform DBEs of contracting and subcontracting opportunities;
- (2) Advertised information concerning the subcontracting opportunities in general circulation, trade association, and minority-focused media;
- (3) Provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
- (4) Followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
- (5) Selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- (6) Provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities; and
- (8) Used the services of available minority community organizations; minority contractor's groups; local, state, and Federal minority business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs.

For further guidance and additional steps to take concerning good faith efforts, see 49 CFR Part 26.

If the Augusta, Georgia determines that the apparent successful Bidder/ Vendor has failed to meet the foregoing requirements, before awarding the contract the Augusta, Georgia will provide the Bidder/ Vendor an opportunity for administrative reconsideration. As part of this reconsideration, the Bidder/ Vendor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Augusta, Georgia's decision on reconsideration will be made by a DBE Administrative Officer. The Bidders/ Vendors will be given the opportunity to meet in person with the Augusta, Georgia's reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Augusta, Georgia will send the Bidders/ Vendors a written decision on reconsideration, explaining the basis for finding that the Bidders/ Vendors did or did not meet the goal or make adequate good faith efforts to do so. The result of this reconsideration process is not administratively appealable to DOT.

Good Faith Efforts when a DBE is Terminated/Replaced on a Contract with Contract Goals: 26.53(f)

Augusta, Georgia requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without Augusta, Georgia's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

Before transmitting to Augusta, Georgia its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to Augusta, Georgia prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise Augusta, Georgia of why it objects to the proposed termination.

In those instances where "good cause" exists to terminate a DBE's contract, Augusta, Georgia will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

The following language in Major Contracts over \$50,000: The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Augusta, Georgia to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/qualifications. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

FP11. Incorporation of Federal Transit Administration (FTA) Terms. This contract, agreement or purchase order shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT and FTA, regardless of whether expressly set forth in this attachment or in the contract and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the Project or contract as described in FTA Circular 4220.1F, dated November 1, 2008, Rev. 3/18/2013, and the FTA's Master Grant Agreement FTA MA (21) dated October 1, 2014, as each may be amended from time to time. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in the contract, agreement or purchase order. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any requirement which would cause the Augusta, Georgia to be in violation of its Agreement with FTA, or Augusta, Georgia to be in violation of any FTA terms and conditions applicable to this Project of any grant the Augusta, Georgia may have with FTA. The contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

FP12. Government-Wide Debarment and Suspension. If this contract or purchase order has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor or its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor agrees to comply with and assures compliance of each third-party contractor and sub-recipient at any tier, with 49 CFR 29, Subpart C, while its proposal, offer or bid is pending and throughout the period that any contract arising out of such offer, proposal or bid is in effect. The contractor further agrees to include a provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into.

FP13. Buy America Requirements.

(a) Except as provided in § 661.7 and § 661.11 of this part, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.

(b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

(c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.

(d) For a manufactured product to be considered produced in the United States: (1) All of the manufacturing processes for the product must take place in the United States; and (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

A bidder must submit to Augusta, Georgia the appropriate Buy America certification located in the Attachments with all bids on FTA funded Contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

FP14. Breaches and Dispute Resolution. FTA Circular 4220.1F imposes the requirements at 49 CFR part 18 upon all contracts in excess of \$100,000, which contain provision of conditions that allow for administrative, contractual, or legal remedies where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. Accordingly, should the provisions of this contract not address a particular subject or issue involving disputes, performance during disputes, claims for damages, remedies, or rights and remedies, the contractor agrees to comply with the provisions contained at 49 CFR Part 18, and further agrees to include a similar provision in all subcontracts over \$100,000.

FP15. Lobbying. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by U.S. Department of Transportation regulation, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary for 31 USC §1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 USC §1352. Such disclosures are forwarded from tier to tier up to the recipient.

FP16. Clean Air. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. The contractor agrees to report each violation to Augusta, Georgia and agrees that Augusta, Georgia will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The contractor further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

FP17. Clean Water. If this purchase order or contract is valued at \$100,000 or more, the contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The contractor agrees to report each violation to Augusta Georgia and agrees that Augusta Georgia will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

FP18. Cargo Preference Requirements. Use of United States-Flag Vessels. The Contractor agrees:

(1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the Contractor in the case of a subcontractor's bill-of lading.)

(3) to include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FP19. Fly America. The contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certification of compliance with the Fly America requirements. The contractor agrees to include this requirement in all subcontracts that may involve international air transportation.

FP20. Davis-Bacon and Copeland Anti-Kickback Acts. If this purchase order or contract involves a construction project over \$2,000, the contractor agrees to comply with Davis-Bacon and Copeland Act requirements at 40 USC 3141, et seq., and 18 USC 874. The Acts apply to construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government and, for the purposes of the Acts, include "actual construction, alteration and/or repair, including painting and decorating." The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are enumerated at 29 CFR 5.5a. In accepting this order or contract, the contractor further agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics

performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30- day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** – Augusta, Georgia shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Augusta, Georgia may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Augusta, Georgia for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form **WH-347** is available on line at <http://www.dol.gov/whd/forms/wh347.pdf>. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the

plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. (Per 2010 Master Agreement Copeland "Anti-Kickback" Act, which have been codified at 40 U.S.C. § 3145).

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

FP21. Contract Work Hours and Safety Standards Act Requirements. If this purchase order or contract involves a construction project in excess of \$2,000 or a non-construction project to which the Act applies over \$2,500, and is financed at least partly by loans or grants from the Federal Government, the contractor agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 USC 3701, et seq. The contractor also agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

Contract Work Hours and Safety Standards

- A. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in such work week.
- B. **Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clauses set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the contractor and any subcontractor responsible therefore, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$ 10.00 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.
- C. **Withholding for Unpaid Wages and Liquidated Damages:** DOT or Augusta, Georgia shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.
- D. **Nonconstruction Grants:** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, Augusta, Georgia shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
- E. **Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs A. through E. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A. through E. of this section.

FP22. Bonding Requirements. For those construction or facility improvement contracts exceeding \$100,000, the contractor agrees to provide a bid guarantee equivalent to ten percent (10%) of the bid price, obtain a 100 percent performance bond, and payment bonds equal to 50 percent of the contract price if not more than \$1 million, 40 percent of the contract price if more than \$1 million but less than \$5 million, or \$2.5 million if the contract price is more than \$5 million. The contractor also agrees to comply with any other bonding requirements FTA or Augusta, Georgia may issue, which may include a requirement for a cash deposit, certified check, other negotiable instrument, or irrevocable letter of credit accepted in lieu of performance and payment bonds.

FP23. Seismic Safety. If this purchase order or contract pertains to the construction of new buildings or additions to existing buildings, the contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with standards outlined in U.S. Department of Transportation Seismic Safety regulations at 49 CFR Part 41 and will certify compliance to the extent required by the regulations. The contractor also agrees to ensure that all work performed under this contract or purchase order, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

FP24. Energy Conservation. The contractor agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

FP25. Full and Open Competition. In accordance with 49 CFR Part 18 (the Common Grant Rules), the contractor shall maintain a contract administration system that ensures that it and all subcontractors comply with the terms conditions and specifications of their contracts or purchase orders and all applicable Federal, State and local laws, rules, regulations and requirements. In addition, FTA Circular 4220.1F imposes a prohibition against procurement actions and situations considered restrictive of full and open competition, examples of which include: (a) unreasonable requirements placed on firms in order for them to qualify to do business; (b) unnecessary experience and excessive bonding requirements; (c) noncompetitive pricing practices between firms or between affiliated companies; (d) noncompetitive awards to any person or firms on retainer contracts; (e) organizational conflicts of interest; (f) specification of brand name product requirements, without listing its salient characteristics or allowing "an equal" product to be provided; (g) any arbitrary action in the procurement process; (h) giving or assigning preference to companies providing domestic partnership or similar benefits; and (i) the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or qualifications, except in those cases where federal statutes expressly mandate or encourage geographic preference (geographic location may be a selection criterion in procurements for architectural and engineering services provided its application leave an appropriate number of qualified firms, given the nature and size of the project, to complete the project).

FP26. RECYCLED PRODUCTS. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

FP27. Conformance with ITS National Architecture. Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

FP28. ADA Access. If this purchase order or contract pertains to the construction of new buildings or additions to existing buildings, the contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with 42 U.S.C. Sections 12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), which include accessibility guidelines for buildings and facilities.

DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments, and will certify compliance to the extent required by the regulations. ADA and ABA Accessibility Guidelines for Buildings and Facilities: <http://www.access-board.gov/guidelines-and-standards>

FP29. Notification of Federal Participation. To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

SECTION 4 - SCOPE OF SERVICES

1.0 OVERVIEW

The Project Manager (PM) shall represent the interests of Augusta and shall serve as the central point-of-contact and liaison for all communication for the Augusta staff; and ensure compliance in construction related activities that are associated with details of RFQ 16-207. The PM shall be responsible for the overall direction, coordination, implementation, execution, control and completion of overall project within budget and specified timelines.

2.0 PROJECT SITE AND PROJECT DESCRIPTION

The proposed site is made up of two previously developed parcels in Richmond County, Georgia: 2413 Jennings Road/Parcel No. 070-4-096-00-0 comprising 4.75 acres, and 2844 Regency Boulevard/Parcel No. 070-4-096-01-0 comprising 4.9 acres. Total site area is therefore about 9.65 acres. The majority of the proposed site is covered by asphalt paving which served as surface parking for a vacant movie theatre. The parking lot has landscaped areas along the site perimeter and within the lot. Access to the proposed site is from Regency Boulevard to the east and Jennings Road to the south. The proposed site is immediately bounded by undeveloped wooded land to the west, north and east, and by one-story occupied (offices and daycare) and vacant (former retail shopping mall) buildings to the south.

Existing Conditions

The proposed site is approximately 194 feet above Mean Sea Level (AMSL), and contour indicate that the area is sloping to the east. Slope is estimated generally to be no more than 5%; slope of sidewalks and paving close to the existing and vacant former movie theatre appear to be within 2%. No water bodies are evident on the proposed site; Rocky Creek is located off-site to the east. The proposed site is mostly covered by an asphalt pavement parking lot and service areas surrounding the one-story plus mezzanine vacant movie theatre. Visually, the asphalt paving appears to be in fair to poor condition. Landscaped islands are regularly placed across the parking lot, and the site perimeter is generally landscaped. Wooded land off-site includes relatively mature growth.



Proposed Site from Northwest



Proposed Site from East; Photo Taken Close to Vacant Movie Theatre

Design Criteria

The broad scope of the proposed project is to construct a facility for administration, operations, service and maintenance, and the storage of standard transit buses and para transit fleet growth.

The site will provide storage for 45 buses plus growth and more than 70 car parking spaces, with site area to accommodate in excess of 20% growth over the next ten years. The two proposed buildings on the site will be secured by a fence with entry gates, and will have one primary access point and at least one point of secondary access. The site will be configured to provide safe movement of vehicles and personnel, as well as outdoor employee space. Diesel and fueling storage and dispensing will be provided. Standby power generation, electrical transformer and dumpster areas will be located on the site with consideration for visual screening and acoustic separation.

The buildings will be designed to be functionally appropriate, environmentally responsible, resilient and cost effective. The buildings are anticipated to include an administration, operations and bus maintenance building, and a separate vehicle service building.

The Operations and Maintenance Facility project is intended to provide Level II maintenance and service for more than 45 transit buses and service vehicles, and to contain complete facilities for APT maintenance, operations and administration personnel and activities.

The project is to be designed for diesel and gasoline fueled vehicles, and to be "CNG-ready", that is, capable of ready adaption for the maintenance and servicing of compressed natural gas-fueled transit buses. Diesel vehicles will be fueled on an adjoining parcel; CNG storage and fueling is expected to be added to that location in the near term.

The proposed APT project is to be designed on principles of sustainability and resiliency, to achieve and preserve a "state of good repair". While the project is not specifically targeted for certification under LEED, a collaborative sustainability-driven effort will draw together the selected team of architects, engineers and landscape architects.

Design/Bid/Build

The project will proceed under the traditional Design, Bid and Build procurement. Augusta feels that Design, Bidding and Building will yield more competitive pricing and facilitate a state of the art facility. Augusta has a full team of procurement experts and contracts for federal funded projects. The Design, Bid, Build process is most familiar to the staff, and they have much more experience using this project delivery than any other method.

The project will be designed by Wendel Architects, PC procured from the previous effort and carried over to this project. Wendel staff are experts in delivering FTA projects understanding not only the engineering and architecture but the FTA requirements as well. The project will be bid once all plans have been reviewed and approved for permitting by the local jurisdiction.



3.0

Overview

The Project Manager (PM) shall represent the interests of Augusta and shall serve as the central point-of-contact and liaison for all communication between the CM and Augusta staff; and ensure compliance in construction related activities that are associated with details of Project No. 7760. The PM shall be responsible for the overall direction, coordination, implementation, execution, control and completion of overall project within budget and specified timelines.

The PM will collaborate on a regular basis with the A/E firm, as necessary, to address design plans, specifications, modifications to the construction plans and documents as deemed warranted for successful implementation during construction. Augusta's contract with the A/E firm will extend into the construction phase to include items such as, but not limited to, requests for information, potential change orders, submittal reviews, specification clarification, etc.

For the construction portion of the contract, the PM will be Augusta's representative ensuring that the facility is constructed in accordance with the construction plans and specifications. The PM will routinely oversee the construction of the facility, making on-site inspections as necessary.

3.1 Tasks and Responsibilities.

- a. Strategic lead role in the planning and implementation of project.
- b. Coordinate project and construction activities, including regulatory agency compliance, permitting, etc.
- c. Manage project budget; including monitoring cost to ensure fiscal compliance with approved budget.
- d. Continually update Augusta memo, oral presentations, regularly scheduled meetings, and on an as-needed basis.
- e. Monitor project schedule to ensure major milestones, construction tasks are achieved on a timely basis; and establish project activity tracking system for Augusta review on a scheduled basis.
- f. Coordinate with CM to ensure quality control.
- g. Present interim reports defining project progress, problems and solutions.
- h. Coordinate and manage project changes and interventions to achieve project outputs.
- i. Adapt to the various internal Augusta procedures and protocols while ensuring that key issues of cost, time, quality and above all, Augusta satisfaction, will be realized
- j. Prepare final report and post construction close-out.

3.2 Managing the Construction Contractor, the PM will at a minimum:

- Aggressively work on behalf of Augusta to save money and maintain the established project schedule.
- Issue monthly status/progress reports and accounting summaries of all project costs and expenditures relative to the budget; in addition, the reports will reflect the current schedule status, upcoming decisions, and significant outstanding issues.
- Observe the work in progress to evaluate quality, monitor performance, and coordinate with the Construction Contractors.
- Conduct regularly scheduled weekly Construction Progress meetings, distributing meeting minutes to all participants and others who are impacted.
- Coordinate the participation of vendors and suppliers for the installation of cabling, equipment, and furnishings within the project schedule. Monitor and coordinate, as appropriate, with the contractors to ensure site readiness.
- Monitor contractors for adherence to the project schedule, document delays, disputes and related issues to establish responsibility.
- Working with the design firm and contractor, provide innovative and proactive solutions to problems that may have a negative impact on the cost of the work and/or project schedule.
- F. Observe the work in progress to evaluate quality and monitor performance and coordination with Contractors.
- G. Public involvement and agency coordination throughout the project (if required).

- H. Project closeout for the construction contracts.
- I. Project closeout for commissioning work.
- J. Ensure contractor has complied with the following:
 - Completion of all contractual obligations
 - Final systems testing and sign-offs
 - Submittal of all warranties, operating manuals, and equipment catalogs
 - Sign-off on punch list items
 - Original final Waivers of Lien
 - Shop drawings

4.0 ROLES

Augusta will retain all contractual responsibility for managing the contract administration for the PM, the design contract, and the construction contract. The PM firm will assign a senior level manager to report to Augusta's Director of Facilities.

Required Expertise

The Project Manager shall employ a senior level manager to represent Augusta in managing the Construction Contractor. Any additional staff should complement the senior level manager in any areas where additional assistance may be required to successfully and efficiently implement and/or oversee the scope of work. All persons proposed to be utilized shall have direct past project experience in facility construction as appropriate for their area of expertise. All proposed staff qualifications will be reviewed and approved by Augusta for applicability to the project.

The senior level manager shall have 5 or more years of experience in construction management. Experience related to transit projects would be a plus. Augusta reserves the right to review and/or refuse any personnel it deems unqualified.

5.0 PROJECT SCHEDULE

Design Phase

Programming..... June 6, 2016
 Schematic Design.....August 25, 2016
 Design Development..... October 25, 2016
 Construction Documents..... December 27, 2016

Construction Phase

Request for Bid.....February 2, 2017
 Bid Opening.....March, 2017
 Commission Approval..... March, 2017
 Contract..... March, 2017
 Construction Commences..... April, 2017
 Construction Completion..... January 23, 2018

6.0 COMPUTER STANDARDS

The PM shall use Microsoft Office software that is compatible with existing Augusta programs and approved by Augusta. Prior to starting work, the PM will agree on software programs to be used for documentation and analysis.

All work developed by the PM for this project will be the property of Augusta. The PM shall provide all electronic files to Augusta in the original format. Augusta may require, for ease of use, that some documents be presented in PDF format.

7.0 PROJECT MANAGER APPROACH

Within ten (10) days of Notice-to-Proceed, the PM shall develop and submit a Work Plan to Augusta for review and approval. The Work Plan shall include the plan to accomplish the scope of services, including scope, schedule, budget, and quality control plans, key personnel and responsibilities, and other elements to fully describe the PM approach to executing the required services.

Vendors shall provide an organization chart with their qualifications showing key personnel and shall describe how key personnel will work together with Augusta, the Architectural/Engineering firm, the Contractor, and other project participants. Vendors shall also describe the role of proposed sub-consultant personnel, if any. The PM work will be performed and directed by the key personnel identified in its proposal. Any changes in the indicated personnel will be subject to review and approval by Augusta.

Vendors shall also include the location of the proposed offices.

7.1.1 Progress Reporting

The PM will provide written monthly progress reports, which describe the work performed on each task. Progress reports will be delivered to Augusta no later than 5 working days after the end of each month. Judgment as to whether work of sufficient quality and quantity has been accomplished will be made by Augusta by comparing the reported percent complete against actual work accomplished, budgeted and projected cost against budget, and identify any potential issue in the schedule or performance that would delay or expedite the project.

7.1.2 Progress Meetings

The PM will attend a kickoff meeting with Augusta staff where relevant project information will be provided by AUGUSTA with procedures for administering the contract.

The PM will hold project management meetings at its offices or a designated location with agenda and action items approved in advance by Augusta's Director of Facilities. The PM will document and develop a list of action items from the meetings.

The PM will also be available to support Augusta in meetings or presentations at the request of Augusta. The PM may also be called upon to represent Augusta at meetings.

7.1.3 Agency Coordination

The PM may need to provide the necessary coordination with resource agencies, utilities, and others as required to manage the contractor. The PM will provide notice of all meetings with these agencies to AUGUSTA and will document the results of these meetings.

7.1.4 Document Control

The PM shall maintain a complete file of project documents in a central location. All project correspondence shall be maintained in the central document control center. Augusta shall have the right to request any project document in the PM files.

7.1.5 Quality Control

The PM will be responsible for insuring that all of its work products conform to industry standards.

8.0 Public Involvement

8.1 Public Involvement Program

The PM may need to coordinate, develop, and present the program at any public involvement meetings that are required for the project. Through working with the A/E firm or contractor, the PM will obtain the necessary graphics, maps, charts, etc. that are necessary for developing the presentation.

SECTION 5 - FORM OF CONTRACT (SAMPLE)

PROJECT MANAGEMENT SERVICES FOR BUS OPERATIONS/MAINTENANCE FACILITY (Augusta, Georgia)

THIS AGREEMENT FOR PROJECT MANAGEMENT SERVICES FOR THE BUS OPERATIONS/MAINTENANCE FACILITY

IMPROVEMENT PROJECT ("Agreement") is dated and effective [Month] [Day], [Year], by and between Augusta, Georgia, a Georgia municipal corporation ("CITY") and [Contractor Name], a [Legal Status of Contractor, e.g., Georgia corporation, Georgia limited liability company, Georgia partnership, sole proprietor] ("CONTRACTOR").

RECITALS

A. AUGUSTA desires to utilize the services of an independent contractor to provide Project Management Services for the Bus Operations/Maintenance Facility Project.

B. CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. AUGUSTA desires to retain CONTRACTOR and CONTRACTOR desires to serve AUGUSTA to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

The parties therefore agree as follows:

1. CONSULTANT's Services.

1.1 Scope of Services. CONTRACTOR shall perform the Project Management Services for the Bus Operations/Maintenance Facility Project as more particularly described in Exhibit A.

1.2 RFQ No. 16-207 and Addenda. CONTRACTOR has confirmed receipt of all Addenda amending RFQ No. 16-207, and CONTRACTOR shall adhere to the Addenda. RFQ No. 16-207 and all Addenda are incorporated herein by this reference as if set forth herein in full, provided that in the event of a conflict, the terms of this Agreement, as amended by any applicable Addenda, will prevail.

Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the services shall be qualified to perform such services.

1.3 Party Representatives. For purposes of this Agreement, the Augusta Representative shall be the Augusta Administrator or such other person designated by the Augusta Administrator (the "Augusta Representative"). For purposes of this Agreement, the Contractor Representative shall be [Name, Title] (the "Contractor Representative").

1.4 Time of Performance. CONTRACTOR shall commence the services contemplated under this Agreement immediately upon receipt of a Purchase Order ("PO") for such services from the Augusta Representative and shall perform the services in conformance with the schedule attached hereto as Exhibit B.

2. Term of Agreement. The term of this Agreement shall be from [month] [day], [year] to [month] [day], [year] ("initial term"), unless extended or sooner terminated as provided in Section 13 herein.

3. Compensation. As full compensation for CONTRACTOR's services provided under this Agreement, and subject to the maximum amount of compensation hereafter provided, AUGUSTA shall pay CONTRACTOR in accordance with the rates set forth in Exhibit C. The maximum amount of compensation that AUGUSTA shall pay CONTRACTOR pursuant to this Agreement is _____ Dollars (\$_____) for the term set forth in Section 2. AUGUSTA shall not allow any claims for additional services performed by CONTRACTOR, unless the Augusta Commission authorizes the additional services in writing prior to CONTRACTOR's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the Augusta Commission shall be compensated at the rates set forth in Exhibit C, or, if not specified, at a rate mutually agreed to by the parties.

4. Method of Payment.

4.1 Invoices. Not later than the fifteenth (15th) day of each month, CONTRACTOR shall submit to AUGUSTA detailed invoices for all services provided and expenses incurred, if any, pursuant to this Agreement during the prior month. The invoices shall describe in detail the quantity of hours exercised and the days in they were performed. A U G U S T A shall review the invoices and notify CONTRACTOR in writing within ten (10) business days of any disputed amounts.

4.2 Payment. AUGUSTA shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation specified in Section 3 of this Agreement. AUGUSTA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to CONTRACTOR.

4.3 Audit of Records. Upon A U G U S T A providing 24-hour prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement reasonably available to AUGUSTA for review and audit by AUGUSTA. AUGUSTA may conduct such review and audit at any time during CONTRACTOR's regular working hours.

5. Standard of Performance. CONTRACTOR shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to AUGUSTA.

6. Ownership of Work Product. All reports, documents or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AUGUSTA without restriction or limitation upon its use or dissemination by AUGUSTA. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by AUGUSTA of any such materials on any project other than the project for which they were prepared shall be at the sole risk of AUGUSTA unless A U G U S T A compensates CONTRACTOR for such reuse.

7. Status as Independent Consultant. CONTRACTOR is, and shall at all times remain as to AUGUSTA, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of AUGUSTA. Neither AUGUSTA nor any of its agents shall have control over the conduct of

CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of AUGUSTA. CONTRACTOR shall pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and indemnify and hold AUGUSTA harmless from any and all taxes, assessments, penalties and interest asserted against AUGUSTA by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR shall indemnify and hold AUGUSTA harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. AUGUSTA may offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to AUGUSTA from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to AUGUSTA any reimbursement or indemnification arising under this Section.

8. Confidentiality. CONTRACTOR shall keep all data, documents, discussion, or other information (collectively "data") developed or received by CONTRACTOR or provided for performance of this Agreement confidential and shall not be disclose the data to any person or entity without prior written authorization by AUGUSTA. AUGUSTA shall grant such authorization if disclosure is required by law. All AUGUSTA data shall be returned to AUGUSTA upon the expiration or termination of this Agreement. The terms of this Section shall survive the expiration or termination of this Agreement.

9. Conflict of Interest. CONTRACTOR and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of Georgia applicable to CONTRACTOR's services under this Agreement. During the term of this Agreement, CONTRACTOR shall may perform similar services for other clients, but CONTRACTOR and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Augusta Representative, perform work for another person or entity for whom CONTRACTOR is not currently performing work that would require CONTRACTOR or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless AUGUSTA, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit D. CONTRACTOR's covenant under this Section and Exhibit D shall survive the expiration or termination of this Agreement.

11. Insurance.

11.1. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in Georgia, rated "A" or better in the most recent A.M. Best Insurance Rating Guide, and approved by CITY, a policy or policies of:

- (1) Broad-form commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000);
- (2) Automobile liability insurance, with minimum combined single limits of One Million Dollars (\$1,000,000); and
- (3) Workers' compensation insurance with a minimum limit of One Million Dollars (\$1,000,000) or the amount required by law, whichever is greater.

AUGUSTA, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of CONTRACTOR's performance of services under this Agreement.

11.2 Each insurance policy required by this Section 11 shall be endorsed as follows: (1) the insurer waives the right of subrogation against AUGUSTA and its officials, officers, employees, agents and representatives; (2) except for the workers' compensation policy, the policies are primary and non-contributing with any insurance that may be carried by AUGUSTA; and (3) the policies may not be canceled or materially changed except after thirty (30) calendar days' prior written notice by insurer to AUGUSTA, unless canceled for non-payment, then ten (10) calendar days' notice shall be given.

11.3 All insurance coverages shall be confirmed by execution of endorsements required under Section 11.2. CONTRACTOR shall file the endorsements with AUGUSTA on or before the date of commencement of services pursuant to this Agreement, and thereafter maintain current endorsements on file with AUGUSTA. The endorsements are subject to AUGUSTA's approval. CONTRACTOR shall not cancel, reduce or otherwise modify the insurance policies required by this Section 11.

12. Cooperation. In the event any claim or action is brought against AUGUSTA relating to CONTRACTOR's performance of services rendered under this Agreement, CONTRACTOR shall render any reasonable assistance and cooperation that AUGUSTA requires.

13. Termination. Either party may terminate this Agreement for any reason without penalty or obligation on thirty (30) calendar days' written notice to the other party. CONTRACTOR shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and CONTRACTOR shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and AUGUSTA's regular business hours or by facsimile before or during CONTRACTOR's regular business hours; or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

All notices shall be delivered to the parties at the following addresses: If to AUGUSTA:

Augusta, Georgia Procurement Department
Attn: Geri A. Sams
535 Telfair Street, Suite 605
Augusta, Georgia 30901
Fax: (706) 821-2811

With a copy to:

Augusta, Georgia Transit Department
Attn: Patrick Stephens, Director of Augusta Public Transit
Augusta, GA 30904
Fax: (706) 823-4400

If to CONTRACTOR:

15. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONTRACTOR shall take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

16. Non-Assignability; Subcontracting. CONTRACTOR shall not assign or subcontract all or any portion of this Agreement, unless otherwise approved by AUGUSTA. Any attempted or purported assignment or subcontract in violation of this Section by CONTRACTOR shall be null, void and of no effect.

17. Compliance with Laws. CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

18. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by AUGUSTA of any payment to CONTRACTOR constitute or be construed as a waiver by AUGUSTA of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such payment by AUGUSTA shall in no way impair or prejudice any right or remedy available to AUGUSTA with regard to such breach or default.

19. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between CONTRACTOR and AUGUSTA. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties, through their respective authorized representatives, are signing this Agreement on the date stated in the introductory clause.

CITY

Augusta, Georgia

By: _Hardie Davis, Jr.

ATTEST:

By: _ Lena Bonner
Clerk of Commission

APPROVED AS TO FORM:

By: _ Andrew MacKenzie
General Counsel

[CONTRACTOR NAME]

By: _____
Name:

By: _____
Name:
President/CFO

SECTION 6 - FORMS AND CERTIFICATIONS

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LETTER OF TRANSMITTAL

AUGUSTA, PROCUREMENT DEPARTMENT

535 TELFAIR STREET, SUITE 605

AUGUSTA, GA 30901

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) NO. 16-207, CONSTRUCTION PROJECT MANAGEMENT SERVICES FOR THE BUS OPERATIONS/MAINTENANCE FACILITY PROJECT

In response to the subject Request for Qualifications (RFQ) and in accordance with the accompanying Instructions to Vendors, the Vendor hereby commits to Augusta to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Price Sheet, which will be included and made a part of any subsequent Contract.

The Vendor agrees that the Proposal constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the Proposal opening or until the Contract for the work is fully executed between Augusta and a third party, whichever is earlier.

If awarded a contract, the Vendor agrees to execute the Agreement and deliver it to Augusta within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Consultant shall proceed with the work upon receipt of a Notice to Proceed.

The Vendor certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFQ Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that Augusta will not be responsible for any errors or omissions in the Proposal.

The Vendor further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Vendor's Name _____

Business Address _____

Contact Person _____

Phone _____

Fax _____

Email Address _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Qualifications requiring licenses the following information is required:

Consultant's License No. _____

Expiration Date: _____

License Classification: _____

SCOPE OF SERVICES

The Scope of Services, Section 4, of RFQ 16-207, is herein incorporated by reference.

EXHIBIT A

TIME OF PERFORMANCE

Page 1 of 1

TIME OF PERFORMANCE

EXHIBIT B

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFQ No. 16-207 Construction Project Management Services for the Bus Operations/Maintenance Facility Project

Indemnitor(s): _____

(list all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless Augusta and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass

(a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____

(Print)

By: _____

(Signature)

Title: _____

Date: _____

Name: _____

(Print)

By: _____

(Signature)

Title: _____

Date: _____

EXHIBIT C

REFERENCES

Vendors shall furnish a minimum of three (3) references of customers for which they have been the Principal or are currently the Principal for work of a similar nature to the requirements outlined in this RFQ.

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work, length of contract, contract value:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work, length of contract, contract value:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work, length of contract, contract value:	

EXHIBIT D

CERTIFICATION OF NON-COLLUSION

By submission of this Proposal, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such prices with any other Vendor or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competition; and,
3. No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purposes of restricting competition.

Dated: _____

Company Name: _____

Signature: _____

NOTARY

Subscribed and sworn before me this _____ day of _____, 20 .

_____ My commission expires _____, 20 .

Type or Print Title

EXHIBIT E

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
(applicable to contracts \$100,000 or greater)

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),

_____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

NOTE: Lower-tier Participants in this Contract (subcontractors, suppliers) are required to complete and submit identical certifications as the above to Augusta Public Transit Department prior to award.

EXHIBIT F

CERTIFICATION OF RESTRICTIONS ON LOBBYING

(applicable to contracts \$100,000 or greater)

I, _____, hereby certify on behalf of (Name and title
of company official)

_____ that: (Name of
company)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20 .

Signed by: _____

Type or Print Name

DESIGNATION OF SUBCONTRACTORS

(required for construction contracts)

To comply with the requirements of Augusta subletting and Subcontracting Fair Practices Act the Vendor shall submit with the Proposal the names and business addresses of each subcontractor who will perform work under the contract in excess of ½ of 1 percent of the amount of the total Proposal and shall list the portion of the work to be performed by each subcontractor.

Attach additional copies of this form if more space is needed.

Name and Address	License Number	DBE (Yes / No)	Description of Work/Services	Estimated Dollar Amount

EXHIBIT H

Criteria for Shortlisting

Criteria Phase (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the “short-listed offerors”) deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date qualifications are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror’s teams or members of offeror’s teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all qualifications received. The contract will be awarded to the vendor who submitted a proposal that is most advantageous to the Owner. Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.

Each submittal must respond to the requested information for each section.

PRICE QUALIFICATIONS – Do Not submitted any cost or fees

Exhibit I

EXHIBIT J

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.
2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.
3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact

- 4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.
13. Role in This Contract. Self-explanatory.
14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).
15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contract Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL
(From Section E, Block 12)

27. ROLE IN THIS CONTRACT
(From Section E, Block 13)

28. EXAMPLE PROJECTS LISTED IN SECTION F
Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.

		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	D01	Dams (<i>Concrete; Arch</i>)
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	D02	Dams (<i>Earth; Rock</i>); Dikes; Levees
A03	Agricultural Development; Grain Storage; Farm Mechanization	D03	Desalinization (<i>Process and Facilities</i>)
A04	Air Pollution Control	D04	Design-Build - Preparation of Requests for Proposals
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	D05	Digital Elevation and Terrain Model Develop- ment
A06	Airports; Terminals and Hangars; Freight Handling	D06	Digital Orthophotography
A07	Arctic Facilities	D07	Dining Halls; Clubs; Restaurants
A08	Animal Facilities	D08	Dredging Studies and Design
A09	Anti-Terrorism/Force Protection	E01	Ecological and Archeological Investigations
A10	Asbestos Abatement	E02	Educational Facilities; Classrooms
A11	Auditoriums and Theaters	E03	Electrical Studies and Design
A12	Automation; Controls; Instrumentation	E04	Electronics
B01	Barracks; Dormitories	E05	Elevators; Escalators; People-Movers
B02	Bridges	E06	Embassies and Chanceries
C01	Cartography	E07	Energy Conservation; New Energy Sources
C02	Cemeteries (<i>Planning and Relocation</i>)	E08	Engineering Economics
C03	Charting; Nautical and Aeronautical	E09	Environmental Impact Studies, Assessments or Statements
C04	Chemical Processing and Storage	E10	Environmental and natural Resource Mapping
C05	Child Care/Development Facilities	E11	Environmental Planning
C06	Churches; Chapels	E12	Environmental Remediation
C07	Coastal Engineering	E13	Environmental Testing and Analysis
C08	Codes; Standards; Ordinances	F01	Fallout Shelters; Blast-Resistant Design
C09	Cold Storage; Refrigeration and Fast Freeze	F02	Field Houses; Gyms; Stadiums
C10	Commercial Building (<i>Low Rise</i>); Shopping Centers	F03	Fire Protection
C11	Community Facilities	F04	Fisheries; Fish Ladders
C12	Communications Systems; TV; Microwave	F05	Forensic Engineering
C13	Computer Facilities; Computer Service	F06	Forestry and Forest Products
C14	Conservation and Resource Management	G01	Garages; Vehicles Maintenance Facilities; Parking Decks
C15	Construction Management	G02	Gas Systems (<i>Propane; Natural, Etc.</i>)
C16	Construction Surveying	G03	Geodetic Surveying: Ground and Air- borne
C17	Corrosion Control; Cathodic Protection Electrolysis	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting		
C19	Cryogenic Facilities		

Code	Description
G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
G06	Graphic Design
H01	Harbors; Jetties; Piers, Ship Terminal Facilities
H02	Hazardous Materials Handling and Storage
H03	Hazardous, Toxic, Radioactive Waste Remediation
H04	Heating; Ventilating; Air Conditioning
H05	Health Systems Planning
H06	High-rise; Air-Rights-Type Buildings
H07	Highways; Streets; Airfield Paving; Parking Lots
H08	Historical Preservation
H09	Hospital and Medical Facilities
H10	Hotels; Motels
H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
H12	Hydraulics and Pneumatics
H13	Hydrographic Surveying
I01	Industrial Buildings; Manufacturing Plants
I02	Industrial Processes; Quality Control
I03	Industrial Waste Treatment
I04	Intelligent Transportation Systems
I05	Interior Design; Space Planning
I06	Irrigation; Drainage
J01	Judicial and Courtroom Facilities
L01	Laboratories; Medical Research Facilities
L02	Land Surveying
L03	Landscape Architecture
L04	Libraries; Museums; Galleries
L05	Lighting (<i>Interior; Display; Theater, Etc.</i>)
L06	Lighting (<i>Exteriors; Streets; Memorials; Athletic Fields, Etc.</i>)
M01	Mapping Location/Addressing Systems
M02	Materials Handling Systems; Conveyors; Sorters
M03	Metallurgy
M04	Microclimatology; Tropical Engineering
M05	Military Design Standards
M06	Mining and Mineralogy
M07	Missile Facilities (<i>Silos; Fuels; Transport</i>)

Code	Description
M08	Modular systems Design; Pre-Fabricated Structures or Components
N01	Naval Architecture; Off-Shore Platforms
N02	Navigation Structures; Locks
N03	Nuclear Facilities; Nuclear Shielding
O01	Office Buildings; Industrial Parks
O02	Oceanographic Engineering
O03	Ordnance; Munitions; Special Weapons
P01	Petroleum Exploration; Refining
P02	Petroleum and Fuel (<i>Storage and Distribution</i>)
P03	Photogrammetry
P04	Pipelines (<i>Cross-Country - Liquid and Gas</i>)
P05	Planning (<i>Community, Regional, Areawide and State</i>)
P06	Planning (<i>Site, Installation and Project</i>)
P07	Plumbing and Piping Design
P08	Prisons and Correctional Facilities
P09	Product, Machine Equipment Design
P10	Pneumatic Structures, Air-Support Buildings
P11	Postal Facilities
P12	Power Generation, Transmission, Distribution
P13	Public Safety Facilities
R01	Radar; Sonar; Radio and Radar Telescopes
R02	Radio Frequency Systems and Shieldings
R03	Railroad; Rapid Transit
R04	Recreation Facilities (<i>Parks, Marinas, Etc.</i>)
R05	Refrigeration Plants/Systems
R06	Rehabilitation (<i>Buildings; Structures; Facilities</i>)
R07	Remote Sensing
R08	Research Facilities
R09	Resources Recovery; Recycling
R10	Risk Analysis
R11	Rivers; Canals; Waterways; Flood Control
R12	Roofing
S01	Safety Engineering; Accident Studies; OSHA Studies
S02	Security Systems; Intruder and Smoke Detection
S03	Seismic Designs and Studies

Code	Description
S04	Sewage Collection, Treatment and Disposal
S05	Soils and Geologic Studies; Foundations
S06	Solar Energy Utilization
S07	Solid Wastes; Incineration; Landfill
S08	Special Environments; Clean Rooms, Etc.
S09	Structural Design; Special Structures
S10	Surveying; Platting; Mapping; Flood Plain Studies
S11	Sustainable Design
S12	Swimming Pools
S13	Storm Water Handling and Facilities
T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
T02	Testing and Inspection Services
T03	Traffic and Transportation Engineering
T04	Topographic Surveying and Mapping
T05	Towers (<i>Self-Supporting and Guyed Systems</i>)
T06	Tunnels and Subways
U01	Unexploded Ordnance Remediation
U02	Urban renewals; Community Development
U03	Utilities (<i>Gas and Steam</i>)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouse and Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION	
1.	TITLE AND LOCATION <i>(City and State)</i> :
2.	PUBLIC NOTICE DATE:
3.	SOLICITATION OR PROJECT NUMBER:
B. ARCHITECT-ENGINEER POINT OF CONTACT	
4.	NAME AND TITLE:
5.	NAME OF FIRM:
6.	TELEPHONE NUMBER:
7.	FAX NUMBER:
8.	E-MAIL ADDRESS:
C. PROPOSED TEAM	
<i>(Complete this section for the prime contractor and all key subcontractors.)</i>	
9a.	PRIME (CHECK HERE):
9a.	JOINT-VENTURE PARTNER (CHECK HERE):
9a.	SUBCONTRACTOR (CHECK HERE):
9a.	FIRM NAME:
9a.	IF BRANCH OFFICE CHECK HERE:
10a.	ADDRESS
11a.	ROLE IN THIS CONTRACT
9b.	PRIME (CHECK HERE):
9b.	JOINT-VENTURE PARTNER (CHECK HERE):
9b.	SUBCONTRACTOR (CHECK HERE):
9b.	FIRM NAME:
9b.	IF BRANCH OFFICE CHECK HERE:
10b.	ADDRESS
11b.	ROLE IN THIS CONTRACT

9c.	PRIME (CHECK HERE):
9c.	JOINT-VENTURE PARTNER (CHECK HERE):
9c.	SUBCONTRACTOR (CHECK HERE):
9c.	FIRM NAME:
9c.	IF BRANCH OFFICE CHECK HERE:
10c.	ADDRESS
11c.	ROLE IN THIS CONTRACT
9d.	PRIME (CHECK HERE):
9d.	JOINT-VENTURE PARTNER (CHECK HERE):
9d.	SUBCONTRACTOR (CHECK HERE):
9d.	FIRM NAME:
9d.	IF BRANCH OFFICE CHECK HERE:
10d.	ADDRESS
11d.	ROLE IN THIS CONTRACT
9e.	PRIME (CHECK HERE):
9e.	JOINT-VENTURE PARTNER (CHECK HERE):
9e.	SUBCONTRACTOR (CHECK HERE):
9e.	FIRM NAME:
9e.	IF BRANCH OFFICE CHECK HERE:
10e.	ADDRESS
11e.	ROLE IN THIS CONTRACT
9f.	PRIME (CHECK HERE):
9f.	JOINT-VENTURE PARTNER (CHECK HERE):
9f.	SUBCONTRACTOR (CHECK HERE):
9f.	FIRM NAME:
9f.	IF BRANCH OFFICE CHECK HERE:
10f.	ADDRESS
11f.	ROLE IN THIS CONTRACT
D. ORGANIZATIONAL CHART OF PROPOSED TEAM <i>(Attached; check here)</i>	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT	
<i>(Complete one Section E for each key person.)</i>	
12.	NAME:
13.	ROLE IN THIS CONTRACT:
14a.	YEARS EXPERIENCE - TOTAL:
14b.	YEARS EXPERIENCE - WITH CURRENT FIRM:
15.	FIRM NAME AND LOCATION <i>(City and State)</i> :
16.	EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> :
17.	CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> :
18.	OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> :
19a(1)	RELEVANT PROJECT - TITLE AND LOCATION <i>(City and State)</i> :
19a(2)	RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:
19a(2)	RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION <i>(If applicable)</i> :
19a(3)	RELEVANT PROJECT - BRIEF DESCRIPTION <i>(Brief scope, size, cost etc.)</i> AND SPECIFIC ROLE:
19a(3)	RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:
19b(1)	RELEVANT PROJECT - TITLE AND LOCATION <i>(City and State)</i> :
19b(2)	RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:
19b(2)	RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION <i>(If applicable)</i> :
19b(3)	RELEVANT PROJECT - BRIEF DESCRIPTION <i>(Brief scope, size, cost etc.)</i> AND SPECIFIC ROLE:
19b(3)	RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:
19c(1)	RELEVANT PROJECT - TITLE AND LOCATION <i>(City and State)</i> :
19c(2)	RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:
19c(2)	RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION <i>(If applicable)</i> :
19c(3)	RELEVANT PROJECT - BRIEF DESCRIPTION <i>(Brief scope, size, cost etc.)</i> AND SPECIFIC ROLE:
19c(3)	RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:
19d(1)	RELEVANT PROJECT - TITLE AND LOCATION <i>(City and State)</i> :

19d(2)	RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:
19d(2)	RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION <i>(If applicable)</i> :
19d(3)	RELEVANT PROJECT - BRIEF DESCRIPTION <i>(Brief scope, size, cost etc.)</i> AND SPECIFIC ROLE:
19d(3)	RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:
19e(1)	RELEVANT PROJECT - TITLE AND LOCATION <i>(City and State)</i> :
19e(2)	RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:
19e(2)	RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION <i>(If applicable)</i> :
19e(3)	RELEVANT PROJECT - BRIEF DESCRIPTION <i>(Brief scope, size, cost etc.)</i> AND SPECIFIC ROLE:
19e(3)	RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		
<i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		
D. EXAMPLE PROJECT KEY NUMBER:		
E. TITLE AND LOCATION <i>(City and State)</i> :		
F. YEAR COMPLETED - PROFESSIONAL SERVICES:		
G. YEAR COMPLETED - CONSTRUCTION <i>(If applicable)</i> :		
23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER:		
23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME:		
23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER:		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i> :		
25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

[illegible]

H. ADDITIONAL INFORMATION	
29.	PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED:
9. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
30.	SIGNATURE OF AUTHORIZED REPRESENTATIVE:
31.	DATE SIGNED:
32.	NAME AND TITLE OF SIGNER:

ARCHITECT-ENGINEER QUALIFICATIONS

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

1. SOLICITATION NUMBER *(If any):*

2a. FIRM (OR BRANCH OFFICE) NAME:

2b. FIRM (OR BRANCH OFFICE) STREET:

2c. FIRM (OR BRANCH OFFICE) CITY:

2d. FIRM (OR BRANCH OFFICE) STATE:

2e. FIRM (OR BRANCH OFFICE) ZIP CODE:

3. YEAR ESTABLISHED:

4. DUNS NUMBER:

5a. OWNERSHIP - TYPE:

5b. OWNERSHIP - SMALL BUSINESS STATUS:

6a. POINT OF CONTACT NAME AND TITLE:

6b. POINT OF CONTACT TELEPHONE NUMBER:

6c. POINT OF CONTACT E-MAIL ADDRESS:

7. NAME OF FIRM *(If block 2a is a branch office):*

8a. FORMER FIRM NAME(S) *(If any)*

8b. YR. ESTABLISHED

8c. DUNS NUMBER

9.	EMPLOYEES BY DISCIPLINE
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[illegible]

